quest rests upon the analogy which the proceeding bears to the discovery of books and papers. 16 Ency. of Law, 2d Ed., p. 812, citing cases from Alabama, Arkansas, Georgia, Iowa, Kansas, Kentucky, Michigan, Minnesota, Missouri,, Nebraska, Ohio, Pennsylvania, Washington, and Wisconsin, as jurisdictions in which this more liberal rule has been adopted.

Compelling Production of Voluminous Books and Papers.—It is always gratifying to note the modern tendency towards greater liberality in rulings upon the admissibility of evidence. In accordance with this liberal tendency it held by the supreme court of North Carolina in Washington Horse Exchange *v.* Wilson & McCoy, 67 S. E. 35, following Supreme Court of the United States, that when it is necessary to prove the results of voluminous facts, or of the examination of many books and papers, such as books of a nonresident bank, and the examination cannot be conveniently made in court, or such books and papers cannot be introduced without stopping the business of the party called on to produce the same, the results may be proved by the person who made the examination thereof.

Where the production of the best evidence is highly inconvenient or physically impossible, as in the case of inscriptions on walls and fixed tables, mural monuments, gravestones, surveyors' marks on boundary trees, and the like, may be proved by secondary evidence. 25 Ency. of Law, 2d Ed., p. 174; Mortimer *v.* M'Callan, 6 M. & W. 58; Sayer *v.* Glossop, 2 Exch. 409; Bruce *v.* Nicolopulo, 11 Exch. 129; Jones *v.* Tarleton, 9 M. & W. 675; Rex *v.* Fursey, 6 C. & P. 84, 25 E. C. L. 294; Doe *v.* Cole, 6 C. & P. 360, 25 E. C. L. 438; Shrewsbury *v.* Peerage, 7 H. L. Cas. 1; Bartholomew *v.* Stephens, 8 C. & P. 728, 34 S. C. L. 605; North Brookfield *v.* Warren, 16 Gray (Mass.) 171; State *v.* Credle, 91 N. Car. 640. See also, Stearns *v.* Doe, 12 Gray (Mass.) 482, 74 Am. Dec. 608; Kansas Pac. R. Co. *v.* Miller, 2 Colo. 442.

Where, however, the document is merely a notice not permanently affixed but portable, it should be produced. 25 Ency. of Law, 2d Ed., p. 174; Jones *v.* Tarlton, 9 M. & W. 675.

Rights of Beneficiaries Who Murder the Insured.—While it is a principle very generally accepted that a beneficiary who has caused or procured the death of the insured under circumstances amounting to a felony will be allowed no recovery on a policy, still this will not relieve the company of all liability on the policy, but recovery can be had usually by the representative of the insured, and for the benefit of the latter's estate. Anderson *v.* Life Ins. Co. of Virginia (N. C.), 67 S. E. 53.